

PLEASE COMPLETE THIS INFORMATION.

RECORDING REQUESTED BY:

Carol A. Snyder, Trustee  
c/o David G. Moore, Esq.  
Reid & Hellyer APC  
3880 Lemon Street, 5<sup>th</sup> Floor  
P.O. Box 1300  
Riverside, CA 92502-1300

DOC # 2007-0250928

04/13/2007 08:00A Fee:37.00

Page 1 of 11

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



AND WHEN RECORDED MAIL TO:  
Department of Toxic Substances Control  
Attn: Mr. Thomas Cota, Chief  
So. California Cleanup Operations Branch  
5796 Corporate Avenue  
Cypress, CA 90630

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COVENANT TO RESTRICT USE OF PROPERTY ENVIRONMENTAL RESTRICTION

Title of Document

38



THIS AREA FOR  
RECORDER'S  
USE ONLY

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION  
(Additional Recording Fee Applies)

RECORDING REQUESTED BY: )  
Carol A. Snyder )  
Trustee, Theodore R. Snyder Testamentary Trust )  
c/o David G. Moore, Esq. )  
Reid & Hellyer )  
3880 Lemon Street, 5<sup>th</sup> Floor )  
P.O. Box 1300 )  
Riverside, California 92502 )

WHEN RECORDED, MAIL TO: )  
Department of Toxic Substances Control )  
Attention: Mr. Thomas Cota, Chief )  
Southern California Cleanup Operations Branch )  
5796 Corporate Avenue )  
Cypress, California 90630 )

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SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

COVENANT TO RESTRICT USE OF PROPERTY  
ENVIRONMENTAL RESTRICTION

(Re: County of Riverside Assessor's Parcel Number 209-161-002-5, Snyder Trust Property, DTSC Site Code number 401316)

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This Covenant and Agreement ("Covenant") is made by and between the Theodore R. Snyder Testamentary Trust (the "Covenantor"), the current owner of the property situated in Riverside, County of Riverside, State of California, described in Exhibit "A", attached hereto and incorporated herein by this reference (the "Property"), and the Department of Toxic Substances Control (the "Department"). Pursuant to Civil Code Section 1471, the Department has determined that this Covenant is reasonably necessary to protect present or future human health or safety or the environment as a result of the presence on the land of hazardous materials as defined in Health and Safety Code ("H&SC") Section 25260. The Covenantor and the Department, collectively referred to as the "Parties," hereby agree, pursuant to Civil Code 1471, and H&SC Sections 25355.5, that the use of the Property be restricted as set forth in this Covenant; and the Parties further agree that the Covenant shall comply with the requirements of California Code of Regulations, Title 22, Section 67391.1.

**ARTICLE I**

**STATEMENT OF FACTS**

1.01 The Property, totaling approximately 0.5 acres is more particularly described and depicted in Exhibit "A", attached hereto and incorporated herein by this reference. This property is located in the area generally bounded by Northbend Street on the southeast, residential units on the northeast, an alleyway on the northwest, and a vacant lot on the southwest.

1.02 The Covenantor commissioned ENVIRON International Corporation to conduct a supplemental soil investigation and a human health risk evaluation to determine whether the current site condition is suitable for commercial/industrial use. The Report of Site Closure Request ("RSCR") dated July 5, 2006, with accompanying addendum dated October 23, 2006, was approved by the Department in a letter dated November 9, 2006, which is incorporated herein by reference. Based on the human health risk evaluation included in the RSCR and accompanying addendum, the Department concluded that the use of the Property will not present an unacceptable health risk under a commercial/industrial scenario with a deed restriction.

1.03 As detailed in the RSCR approved by the Department on November 9, 2006, a portion of the surface and subsurface soils within three (3) feet of the surface of the Property contain hazardous substances, as defined in H&SC Section 25316, which include the following contaminants of concern at the following maximum concentrations reported in the RSCR and the addendum: chlordane (125 mg/kg), dieldrin (0.11 mg/kg), heptachlor epoxide (0.21 mg/kg), 4,4'-DDE (2.7 mg/kg), and 4,4'-DDT (8 mg/kg).

## **ARTICLE II**

### **DEFINITIONS**

2.01 "Department" means the California Department of Toxic Substances Control and includes its successor agencies, if any.

2.02 "Environmental Restrictions" means all protective provisions, covenants, restrictions, prohibitions, and terms and conditions as set forth in any section of this Covenant.

2.03 "Improvements" means: buildings, structures, roads, driveways, improved parking areas, wells, pipelines, or other utilities.

2.04 "Lease" means lease, rental agreement, or any other document that creates a right to use or occupy any portion of the Property.

2.05 "Owner" means the Covenantor and its successors in interest.

2.06 "Occupant" means any person or entity which occupies any portion of the Property.

## **ARTICLE III**

### **GENERAL PROVISIONS**

3.01 Run with the Land. This Covenant sets forth Environmental Restrictions, that apply to and encumber the Property This Covenant: (a) runs with the land pursuant to H&SC Section 25255.5 and Civil Code Section 1471; (b) inures to the

benefit of and passes with the Property; (c) is for the benefit of, and is enforceable by the Department, and (d) is imposed upon the entire Property.

3.02 Binding upon Owners/Occupants. This Covenant binds all owners of the Property, their heirs, successors, and assignees, and the agents, employees, and lessees of the owners, heirs, successors, and assignees. Pursuant to Civil Code Section 1471, all successive owners of the Property are expressly bound hereby for the benefit of the Department.

3.03 Written Notice of the Presence of Hazardous Substances. Prior to the sale, lease or sublease of the Property, or any portion thereof, the owner, lessor, or sublessor shall give the buyer, lessee, or sublessee written notice of the existence of this Covenant and its Environmental Restrictions.

3.04 Incorporation into Deeds and Leases. This Covenant and its Environmental Restrictions shall be incorporated by reference in each and every deed and Leases for any portion of the Property.

3.05 Conveyance of Property. The Owner shall provide notice to the Department not later than thirty (30) days after any conveyance of any ownership interest in the Property (excluding mortgages, liens, and leases). The written notice shall include the name and mailing address of the new owner of the Property and shall reference the site name and site code as listed on page one of this Covenant. The notice shall also include the Assessor's Parcel Number (APN) noted on page one. If the new owner's property has been assigned a different APN, each such APN that covers the Property must be provided. The Department shall not, by reason of this Covenant, have authority to approve, disapprove, or otherwise affect proposed conveyance, except as otherwise provided by law, by administrative order, or by a specific provision of this Covenant.

3.06 Cost of Administering the Covenant to be paid by Owner. The Department has already incurred and will in the future incur costs associated with the administration of this Covenant. Therefore, the Owner hereby covenants for himself and for all subsequent Owners that, pursuant to Health and Safety Code sections 25360 and 25395.93, and Title 22 California Code of Regulations section 67391.1(h), the Owner agrees to pay the Department's cost in administering the Covenant.

## **ARTICLE IV**

### **RESTRICTIONS**

4.01 Prohibited Uses. The Property shall not be used for any of the following purposes:

- (a) A residence, including any mobile home or factory built housing constructed or installed for use as residential human habitation;
- (b) A hospital for humans;

- (c) A public or private school for persons under 21 years of age;
- (d) A day care center for children; and
- (e) Any permanently occupied human habitation other than those used for commercial or industrial purposes.

#### 4.02 Soil Management.

- (a) The Owner after initial site development, shall provide the Department written notice at least fourteen (14) days prior to any excavation, grading, removal, trenching, or earth movement of more than ten (10) cubic yards of native soil, or more than one (1) cubic yard of contaminated soil, on the Property.
- (b) A Soil Management Plan must be approved by the Department before any activities after initial site development that disturb the soil, including excavation, grading, removal, trenching, or earth movement of more than ten (10) cubic yards of native soil, or more than one (1) cubic yard of contaminated soil, are conducted on the Property.
- (c) Any contaminated soils brought to the surface by grading, excavation, trenching or backfilling shall be managed in accordance with all applicable provisions of state and federal law.

4.03 Prohibited Activities. The following activities shall not be conducted on the Property:

- (a) Raising of food (livestock, food crops); and
- (b) Drilling for drinking water, oil, or gas, without prior written approval by the Department.

4.04 Access for Department. The Department shall have reasonable right of entry and access to the Property for inspection, monitoring, and other activities consistent with the purposes of this Covenant as deemed necessary by the Department in order to protect the public health or safety, or the environment.

## **ARTICLE V**

### **ENFORCEMENT**

5.01 Enforcement. Failure of the Owner or Occupant to comply with this Covenant shall be grounds for the Department to require the modification or removal of any Improvements constructed or placed upon any portion of the Property in violation of this Covenant.

## ARTICLE VI

### VARIANCE, TERMINATION, AND TERM

6.01 Variance. Covenantor, or any other aggrieved person, may apply to the Department for a written variance from the provisions of this Covenant. Such application shall be made in accordance with H&SC Section 25233.

6.02 Termination. Owner, or any other aggrieved person, may apply to the Department for a termination or modification of one or more terms of this Covenant as they apply to all or any portion of the Property. Such application shall be made in accordance with H&SC Section 25234.

6.03 Term. Unless ended in accordance with paragraph 6.02, by law, or by the Department in the exercise of its discretion, this Covenant shall continue in effect in perpetuity.

## ARTICLE VII

### MISCELLANEOUS

7.01 No Dedication Intended. Nothing set forth in this Covenant shall be construed to be a gift or dedication, or offer of a gift or dedication, of the Property, or any portion thereof to the general public or anyone else for any purpose whatsoever.

7.02 Department References. All references to the Department include successor agencies/departments or other successor entity.

7.03 Recordation. The Covenantor shall record this Covenant, with all referenced Exhibits, in the County of Riverside within ten (10) days of the Covenantor's receipt of a fully executed original.

7.04 Notices. Whenever any person gives or serves any Notice ("Notice" as used herein includes any demand or other communication with respect to this Covenant), each such Notice shall be in writing and shall be deemed effective: (1) when delivered, if personally delivered to the person being served or to an officer of a corporate party being served, or (2) three (3) business days after deposit in the mail, if mailed by United States mail, postage paid, certified, return receipt requested:

#### To Owner:

Carol A. Snyder  
Trustee, Theodore R. Snyder Testamentary Trust  
c/o David G. Moore, Esq.  
Reid & Hellyer  
3880 Lemon Street, 5<sup>th</sup> Floor  
P.O. Box 1300  
Riverside, CA 92502

To Department:

Thomas Cota, Chief  
Southern California Cleanup Operations Branch - Cypress  
Department of Toxic Substances Control  
5796 Corporate Avenue  
Cypress, CA 90630

Any Party may change its address or the individual to whose attention a Notice is to be sent by giving written Notice in compliance with this paragraph.

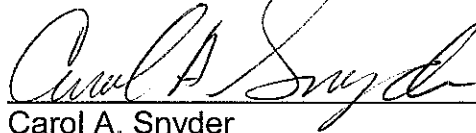
7.05 Partial Invalidity. If this Covenant or any of its terms are determined by a court of competent jurisdiction to be invalid for any reason, the surviving portions of this Covenant shall remain in full forth and effect as if such portion found invalid had not been included herein.

7.06 Statutory References. All statutory references include successor provisions.

IN WITNESS WHEREOF, the Parties execute this Covenant.

Covenantor: 2511 Northbend Street, Riverside, California,  
Theodore R. Snyder Testamentary Trust

By:



Carol A. Snyder

Title:

Trustee

Date:

March 29, 2007

Department of Toxic Substances Control:

By:



Thomas Cota

Title:

Chief, Southern California Cleanup Operations  
Branch - Cypress

Date:

4/6/07, 2007

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Riverside

SS.

On March 29, 2007,  
Date

before me,

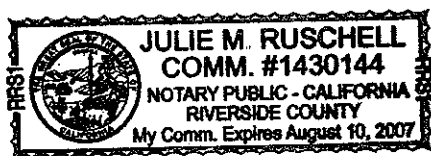
Julie M. Ruschell, Notary Public  
Name and Title of Officer (e.g. "Jane Doe Notary Public")

personally appeared

Carol A. Snyder  
Name(s) of Signer(s)

☐ personally known to me

☒ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Place Notary Seal Above

Signature of Notary Public

## OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

### Description of Attached Document

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

- ☐ Individual
- ☐ Corporate Officer — Title(s): \_\_\_\_\_
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here

Signer's Name: \_\_\_\_\_

- ☐ Individual
- ☐ Corporate Officer — Title(s): \_\_\_\_\_
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here



# ACKNOWLEDGMENT

State of : California

County of Orange

On April 6, 2007, before me Deborah R. Saito, Notary Public  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Thomas M. Cota,  
Name(s) of Signer(s)

☒ personally known to me  
☐ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal



Place Notary Seal Above

Deborah R. Saito  
Signature of Notary Public

## **EXHIBIT A**

### **PROPERTY LEGAL DESCRIPTION**

All that portion of the Northeasterly one half of Lot 33 of lands of Southern California Colony Association, as shown by Map recorded in Book 7 page 3 of Maps, Records of San Bernardino County (Riverside), California, particularly described as follows:

Beginning at the most Easterly corner of said Lot 33; Thence Northwesterly along the Northeasterly line of said 33, 231.3 feet to the most Westerly corner of Lot 42 of Files Subdivision No. 2, as shown by Map on file in Book 5 page 137 of Maps, Records of Riverside County, California; Thence Southwesterly along the Southwesterly extension of the Northwesterly line of said Lot 42, 100 feet; Thence Southeasterly and parallel with the Northeasterly line of said Lot 33, 231.3 feet to the Southeasterly line of said Lot 33;

Thence Northeasterly along said Southeasterly line, 100 feet to the Point of beginning.



LARRY W. WARD  
COUNTY OF RIVERSIDE  
ASSESSOR-COUNTY CLERK-RECORDER

Recorder  
P O Box 751  
Riverside, CA 92502-0751  
(951) 486-7000

www.riversideacr.com

## NOTARY CLARITY

Under the provisions of Government Code 27361.7, I certify under the penalty of perjury that the notary seal on the document to which this statement is attached reads as follows:

Name of Notary: DEBORAH R. SAITO

Commission #: 1571083

Place of Execution: ORANGE COUNTY, CALIFORNIA

Date Commission Expires: APRIL 19, 2009

Date: APRIL 13, 2007

Signature: Thomas M. Barringer

Print Name: THOMAS M. BARRINGER